

JUDGE SULLIVAN

JOHN A. PERAZA (JP-1224)

LOEB & LOEB LLP

345 Park Avenue

New York, New York 10154-1895

(212) 407-4000

Attorneys for Plaintiff B2X Corporation

08 CV 4552

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
B2X CORPORATION, :

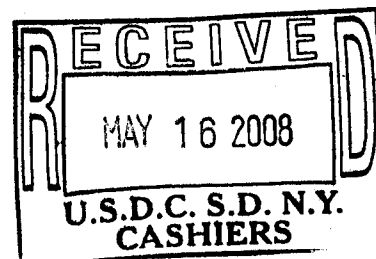
Plaintiff, : Index No.

-against- : **COMPLAINT**

CLASSIC CLOSEOUTS, LLC and :
DANIEL GREENBERG, : **JURY TRIAL DEMANDED**

Defendants. :

-----X



Plaintiff B2X Corporation ("B2X"), by and through its attorneys, Loeb & Loeb LLP, for its complaint against Defendants Classic Closeouts, LLC ("CCO") and Daniel Greenberg, alleges and avers as follows:

NATURE OF ACTION

1. Plaintiff B2X brings this action to recover over \$ 2.45 million that Defendants CCO and Greenberg indisputably owe B2X for goods provided to them pursuant to a written Purchase and Resale Agreement (the "Agreement"; attached hereto as Exhibit 1). When B2X demanded payment of this debt, Defendants repeatedly made false representations that payment would be forthcoming. Instead of repaying B2X, Defendants wrongly used the proceeds from the sale of the goods to enrich themselves and conduct further business at Plaintiff's expense. In an attempt to conceal their wrongdoing, Defendants further breached the Agreement by refusing

to allow B2X to conduct an audit of CCO's books, records and inventory, or to otherwise provide B2X with accounting summaries as required by the Agreement. Accordingly, B2X also seeks an Order directing CCO to provide B2X with prompt and immediate access to CCO's books, records and inventory.

THE PARTIES

2. Plaintiff B2X Corporation is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 10 Exchange Place, 10th Floor, Jersey City, NJ 07302.

3. Upon information and belief, Defendant Classic Closeouts, LLC ("CCO") is a Nevada limited liability company, with its principal place of business at 110 West Graham Avenue, Hempstead, NY 11550.

4. Upon information and belief, Defendant Daniel Greenberg, a resident of the State of New York, is the principal and sole owner of CCO.

JURISDICTION

5. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) in that there is complete diversity of citizenship between Plaintiff and Defendants and the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

6. Venue is proper in this District pursuant to the parties' agreement, whereby the parties agreed to "submit to the exclusive jurisdiction of . . . the United States District Court for the Southern District of New York . . . for the purpose of any suit, action or other proceeding arising out of the breach [by any party] of any of its obligations under and with respect to this Agreement." See Exhibit 1 (Agreement) at ¶ 9(f). Venue is also proper in this District pursuant

to 28 U.S.C. § 1391(a)(3) in that one of the Defendants may be found in this district and there is no district in which the action may otherwise be brought.

FACTUAL ALLEGATIONS RELEVANT TO ALL CLAIMS

7. On or about January 4, 2007, B2X entered into a written Purchase and Resale Agreement (the “Agreement”) with Defendants CCO and Greenberg. See Exhibit 1 (Agreement).

8. The Agreement is a valid and binding contract between B2X and Defendants CCO and Greenberg.

9. The Agreement provided, among other things, that CCO would acquire certain apparel inventory (the “Goods”) directly from Chinese manufacturers, and cause and arrange for the Goods to be delivered to CCO’s warehouse in Hempstead, New York. See Exhibit 1 (Agreement) at ¶ 1.

10. Although the Agreement provided that B2X would pay the Chinese manufacturers the initial purchase price for the Goods (see Exhibit 1 (Agreement) at ¶ 2), CCO agreed to purchase the Goods from B2X for the purchase price of the Goods plus 10%. See Exhibit 1 (Agreement) at ¶ 3.

11. B2X fully complied with its obligations pursuant to the Agreement, having paid for the Goods, which were ultimately delivered to CCO on various dates from early November 2007 through approximately March 2008. See Exhibit 2 (B2X Invoices documenting purchased Goods delivered to the CCO warehouse).

12. CCO was accordingly obligated to pay B2X no later than 180 days after the goods were delivered to the CCO warehouse (the “Title Passing Date”). See Exhibit 1 (Agreement) at ¶¶ 1(b), 3-4.

13. More than 180 days have passed from the dates that the Goods were delivered to CCO.

14. Indeed, pursuant to Greenberg's calculation and representations, the Title Passing Dates for the various shipments are those dates set forth in the spreadsheet attached hereto as Exhibit 3. See also Exhibit 4 (letter to B2X auditors).

15. More than 180 days have passed since the Title Passing Dates.

16. CCO has breached the Agreement by failing to pay B2X any portion of the contractually agreed purchase price for the Goods within 180 days from the Title Passing Dates.

17. Greenberg, as owner of CCO, contractually agreed to be jointly and severally liable for CCO's obligations under the Agreement.

18. Accordingly, Greenberg is personally liable for the damages suffered by B2X as a result of CCO's contractual breaches.

19. Greenberg has breached the Agreement by failing to pay B2X any portion of the contractually agreed purchase price for the Goods within 180 days from the Title Passing Dates.

20. B2X made repeated demands for payment by CCO and Greenberg. See Exhibit 5 (B2X's demands for payment and audit).

21. In response, Greenberg falsely represented to B2X that payment would be forthcoming. B2X reasonably relied upon Greenberg's false representations to its detriment. Among other things, B2X refrained from filing suit against Defendants and from exercising its contractual accounting rights for a number of months. See Exhibit 1 (agreement) at ¶ 6.

22. Neither CCO nor Greenberg have ever disputed that the purchase price was due and owing to B2X.

23. Rather, on January 30, 2008, Greenberg, individually and on behalf of CCO, executed a document to be provided B2X's independent auditors pursuant to which he represented and agreed that as of January 10, 2008, B2X had paid \$2,107,577.21 for the Goods which were delivered to and received by CCO pursuant to the Agreement. See Exhibit 4 (audit letter).

24. Pursuant to the Agreement, CCO and Greenberg accordingly owe B2X (a) the purchase price for the Goods of \$2,107,577.21; (b) plus an additional 10%, or \$210,757.72; and (c) plus applicable interest. See Exhibit 1 (agreement) at ¶¶ 3-4.

25. Notwithstanding Defendants' recognition of their debt, Defendants have failed and refused to pay B2X.

26. Upon information and belief, instead of paying B2X the monies that Defendants knew were then owing to B2X and which Defendants had acknowledged, Defendants used and converted the proceeds from the their sale of the Goods to unjustly enrich themselves and their business at B2X's expense.

27. In further breach of the Agreement, and in an attempt to cover-up their wrongdoing, Defendants CCO and Greenberg refused to permit B2X to conduct its contractual right to audit CCO's books, records and inventory. See Exhibit 5 (B2X's written requests to conduct audit).

28. CCO and Greenberg have also breached the Agreement by failing and refusing to provide B2X with abstracts or copies of such books and records. See Exhibit 1 (Agreement) at ¶ 6; Exhibit 5 (B2X's written requests for accounting materials).

29. Defendant's refusal to allow B2X to audit its financial books and records constitutes a clear breach of the Agreement warranting that an accounting be immediately granted in this action.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

30. B2X repeats and realleges the allegations set forth in paragraphs 1 through 29 of this Complaint as if fully set forth herein.

31. The Agreement is a valid and binding contract as between B2X and CCO and Greenberg.

32. B2X has complied with all of its obligations pursuant to the Agreement.

33. Defendants have breached the Agreement by, among other things, (a) failing to pay B2X the purchase price of the Goods plus 10% within 180 days of the Title Passing Date; (b) failing to pay B2X applicable interest; (c) refusing B2X's repeated demands for access to CCO's books and records for audit purposes; and (d) refusing to provide B2X with accounting summaries and other books and records of CCO following written request therefore.

34. B2X has been damaged by Defendants' breaches in the amount to be proven at trial, but believed to be in excess of \$2,450,717.37, plus applicable pre-judgment and post-judgment interest of eighteen percent (18%), as provided for in the parties Agreement.

SECOND CLAIM FOR RELIEF
(Accounting)

35. B2X repeats and realleges each of the allegations made in paragraphs 1 through 34 of this Complaint as if fully stated herein.

36. The Agreement provides that CCO shall permit B2X to inspect CCO's financial books and records with respect to the goods purchased from B2X and that CCO shall provide to B2X abstracts or copies of such books and records.

37. Despite B2X's repeated written demands to conduct such an audit, Defendants have refused to permit B2X to inspect its financial books and records.

38. Defendants have also failed and refused to provide B2X with any written accounting summaries or other copies of CCO's books and records, as required by the Agreement.

39. By reason of the foregoing, B2X is entitled to an immediate accounting.

THIRD CLAIM FOR RELIEF
(Conversion)

40. B2X repeats and realleges each of the allegations made in paragraphs 1 through 39 of this Complaint as if fully stated herein.

41. Despite repeated demand by B2X, Defendants have failed and refused to return the Goods, or pay B2X with the monies that they acquired by the sale of the Goods which B2X purchased.

42. Defendants have converted such Goods and such amounts to their own use, without benefit or consent of B2X.

43. B2X has accordingly been damaged in the amount to be proven at trial, but believed to be in excess of \$2,450,717.37, plus applicable pre-judgment and post-judgment interest.

FOURTH CLAIM FOR RELIEF
(Unjust Enrichment)

44. B2X repeats and realleges each of the allegations made in paragraphs 1 through 41 of this Complaint as if fully stated herein.

45. As a result of Defendants' refusal to return the Goods or pay B2X with the monies that they acquired by the sale of the Goods, Defendants CCO and Greenberg have been unjustly enriched, and a corresponding benefit has been conferred upon Defendants by B2X.

46. Defendants owe a duty, in equity and good conscience, to make full restitution to B2X.

JURY DEMAND

47. B2X hereby demands a trial by jury.

CONCLUSION

WHEREFORE, Plaintiff B2X Corporation demands judgment as follows:

A. On the First Claim for Relief, judgment in favor of Plaintiff B2X as against Defendants CCO and Greenberg jointly and severally in an amount to be proven at trial, but believed to be in excess of \$2,450,717.37, plus applicable pre-judgment and post-judgment interest of eighteen percent (18%), as provided for in the parties Agreement;

B. On the Second Claim for Relief, an Order directing CCO to provide B2X prompt and immediate access to CCO's books, records, and inventory;

C. On the Third Claim for Relief, judgment in favor of Plaintiff B2X as against Defendants CCO and Greenberg jointly and severally in an amount to be proven at trial, but believed to be in excess of \$2,450,717.37, plus applicable pre-judgment and post-judgment interest;

D. On the Fourth Claim for Relief, judgment in favor of Plaintiff B2X as against Defendants CCO and Greenberg jointly and severally in an amount to be proven at trial, but believed to be in excess of \$2,450,717.37, plus applicable pre-judgment and post-judgment interest;

E. For such other and further relief as the Court deems just and proper.

Dated: New York, New York
May 15, 2008

LOEB & LOEB LLP

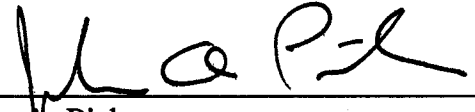
By: 
John A. Piskora
345 Park Avenue
New York, New York 10154-1895
(212) 407-4000
Attorneys for Plaintiff B2X Corporation

EXHIBIT 1

PURCHASE AND RESALE AGREEMENT

This Purchase and Resale Agreement (this "Agreement") is made as of January 4, 2007 (the "Effective Date"), by and among B2X CORPORATION, a Delaware corporation having its principal office at 10 Exchange Place, 10th Floor, Jersey City, NJ 07302, USA ("B2X"), CLASSIC CLOSEOUTS, LLC, a Nevada limited liability company, having its principal office at 110 West Graham Ave. Hempstead, NY 11550 ("CCO") and Daniel Greenberg, the sole owner of CCO ("Owner").

WITNESSETH:

WHEREAS, CCO is in the business of purchasing and importing close out apparel from China for resale in the United States;

WHEREAS, CCO is a Nevada limited liability company and Owner is the sole member of CCO; and

WHEREAS, B2X is willing to have CCO purchase Goods (as defined below) on its behalf and then resell the Goods to CCO.

NOW, THEREFORE, in consideration of the premises and of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, B2X, CCO and Owner hereby agree as follows.

1. **Appointment by B2X of CCO as Agent.**

(a) Subject to the terms and conditions contained in this Agreement, during the Term (as defined below), B2X hereby appoints CCO as its agent, in the name and on behalf of B2X, but solely with respect to (i) the sourcing and purchase of apparel in close out sales directly from the Chinese manufacturers thereof in China (the "Goods"), and (ii) the export of the Goods from China to (iii) Provide quota visas or permits from the country of origin. (iv) Provide in English; commercial invoices, packing lists and certificates of origin. Subject to the other terms and conditions of this Agreement CCO shall have sole responsibility and freedom to determine all matters set forth in this Section 1(a); provided however that CCO shall be responsible for obtaining all necessary insurance, permits and licenses and compliance with applicable laws and shall be liable for any breach or failure of any of the foregoing.

(b) From the time of the purchase of Goods pursuant to paragraph 1(a) until the delivery thereof to CCO at 110 west Graham Ave. Hempstead, NY 11550 title to and risk of loss of the Goods shall reside with B2X. The date the goods are delivered to the CCO warehouse shall herein be defined as the "Title Passing Date"

(c)

(d) CCO shall be responsible for insuring the Goods against all risk of loss, damage, theft or other casualty in an amount consistent with prudent business

practices. All such insurance policies shall be underwritten by a reputable insurance carrier (reasonably acceptable to B2X) and shall provide at least thirty (30) days' prior written notice to B2X of any cancellation or alteration of the terms thereof (including but not limited to the coverage or limits thereof). B2X shall be named as an additional insured and loss payee under all such policies, as its interest may appear. Any time upon B2X's request, CCO will furnish B2X with a certificate of insurance and/or a true and complete copy of each insurance policy evidencing (to the satisfaction of B2X) that CCO has satisfied its insurance obligations hereunder; provided, however, that B2X shall be under no duty to verify the existence, coverage, limits or other conditions of any insurance policy or certificate, and its rights shall not be adversely affected by the failure of any policy or certificate to conform to the requirements hereof, or B2X's failure to so inform CCO of such nonconformity.

2. Payment of Purchase Price and Costs. Upon delivery to B2X of true and correct copies of purchase orders evidencing obligations incurred to third parties pursuant to Section 1(a), B2X shall be responsible for (i) making payment of the purchase price with respect thereto and all other costs directly to the third party (and not to CCO). (ii) paying for all shipping and local delivery costs from the factory of origin to the final delivery to the CCO warehouse. (iii) paying for all import duties taxes and tariffs or any other importing cost paid to a government agency or shipping company, (in other words the shipments will be delivered to the CCO warehouse DDP) In no event shall the total of the purchase price and other costs under Section 1 exceed US \$2,000,000 provided that if, notwithstanding the foregoing, such amounts do exceed US \$2,000,000, plus or minus five percent, then CCO shall be liable for the excess over the possible five percent increase.

3. Purchase by CCO from B2X.

(a) CCO hereby irrevocably agrees to and, effective as of the Title Passing Date hereby does, purchase the Goods from B2X for the purchase price of the goods plus \$200,000, plus or minus five percent pursuant to an increase or decrease in purchase price as stated in paragraph 2.

(b) B2X MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS SOLD HEREUNDER, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER, AND B2X HEREBY DISCLAIMS ALL SUCH WARRANTIES.

4. Payment by CCO to B2X.

(a) CCO shall pay its obligation as set forth in paragraph 3(a) to B2X in full without any withholding, deduction, setoff or counterclaim no later than 180 days after the Title Passing Date; CCO has the option at their sole discretion to prepay its obligation to B2X.

(b) In the event that CCO fails to pay its obligation as set forth in paragraph 3(a) to B2X within 180 days of the title passing date interest shall accrue on

the outstanding amount thereon and be payable until the obligation as set forth in paragraph 3(a), is paid at the lesser of (i) 18%, and (ii) the maximum rate permitted by law.

5. Audit Right.

6. CCO shall permit agents and representatives of B2X to inspect, at reasonable hours and on reasonable written notice, the Goods and CCO's financial books and records with respect to all offers and sales relevant to the goods purchased from B2X. Any inspection performed by B2X of any CCO goods or records whether on or off the CCO premises, shall be conducted in good faith so as not to disrupt any day to day CCO operations. Upon reasonable written notice, CCO shall provide to B2X; abstracts or copies of such books and records.

(a) Location. During the Term, until sold in the ordinary course of business by CCO, the Goods shall be physically located, in storage at Classic Close Outs or on display at CCO's premises located at 110 Graham Ave., Hempstead NY, 11550, or at such other location(s) as the parties may agree in writing.

(b) Security Interest. CCO hereby grants to B2X a first priority perfected security interest in the Goods purchased pursuant to section 1. CCO authorizes B2X (in the name of CCO or B2X as B2X determines) to file, publish or record (as may be applicable), financing statements, public notices, and any and all other certificates, documents or instruments (and any amendments to any of the foregoing) to give notice of and protect B2X's rights as a secured party under the laws, statutes, codes, rules and regulations (collectively, "Laws") of all jurisdictions, including without limitation, CCO's jurisdiction of organization and all jurisdictions wherein the Goods are to be located pursuant to this Agreement. Upon request by B2X, CCO will promptly execute any and all documents, instruments and agreements as may be reasonably necessary or desirable (in B2X's sole judgment) to evidence B2X's rights hereunder and under all Laws.

(c) No Liens. Both parties shall not suffer or permit any liens or charges of any kind arising by or through its actions to attach to any of the Goods, including but not limited to liens for delinquent taxes or other governmental charges, liens and levies in respect of enforcement of adverse judgments filed against either party, liens of creditors pursuant to insolvency proceedings, foreclosures, and other charges or liens arising through the enforcement of rights or remedies against either party. Both parties shall provide prompt written notice to the other party if any such charges or lien should be threatened or imposed. The imposition of any such charge or lien shall be a breach of this Agreement.

7. Joint and Several Liability. All obligations of CCO and Owner under this Agreement shall be joint and several.

8. Term and Termination.

(a) Term. The term of this Agreement (the "Term") shall terminate and expire 6months after the Effective Date (the "Expiration Date"); provided however that no termination of this Agreement shall terminate the obligations of B2X under Section 2 as to Goods purchased under Sections 1 (last sentence), 3-7, of Owner under Section 7 or of any party under Section 9

9. Miscellaneous.

(a) Notices. All notices, requests, demands and other communications to any party hereunder shall be in writing and shall be given to such party at its address or telecopier number set forth below, or such other address or telecopier number as such party may hereinafter specify by notice to each other party hereto: if to B2X, to:

B2X Corporation
10 Exchange Place, 10th Floor
Jersey City, NJ 07302 USA
Attn: COO, Alessandra Coderoni
Fax: 201 221 8708

with a copy to:

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Attention: Andrew M. Ross, Esq.
Telecopy: (212) 407-4990

if to CCO or Owner, to:

Classic Closeouts, LLC
110 West Graham Ave.
Hempstead, NY 11550
Attn: CEO, Daniel Greenberg
Fax: 516-538-1588

With a copy to:

Jonathan Stein, P.C.
132 Spruce Street
Cedarhurst, NY 11516
Fax: 516-295-0957
Attn: Jonathan Stein

Each such notice, request or other communication shall be effective (i) if given by telecopy, when such telecopy is transmitted to the telecopy number specified herein and the appropriate answer back is received or, (ii) if given by certified mail, 7 calendar days after such communication is deposited in the mails with first class (or airmail, as applicable) postage prepaid, properly addressed or, (iii) if given by any other means, when delivered at the address specified herein.

(b) Amendments, Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by each party hereto. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(c) Expenses. Except as specifically provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such cost or expense.

(d) Assignability; Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement or the Purchase Agreement without the prior written consent of all other parties hereto.

(e) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to the conflict of laws principles of any jurisdiction.

(f) Submission to Jurisdiction. B2X, CCO and Owner hereby submit to the exclusive jurisdiction of the courts of the State of New York located in, and the United States District Court for, the Southern District of New York, as well as to the jurisdiction of all courts from which an appeal may be taken from the aforesaid courts, for the purpose of any suit, action or other proceeding arising out of the breach by it of any of its obligations under and with respect to this Agreement, and expressly waives any and all objections it may have as to venue in any of such courts; provided that nothing in this Agreement shall be deemed to operate or preclude B2X from bringing suit or taking other legal action in any other jurisdiction to collect any obligations owing to it hereunder, or to enforce a judgment or other court order in favor of B2X.

(g) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument. A party's executed signature page of this Agreement which is delivered to the other party via facsimile shall be binding on such executing party with the same effect as if it were an original signature page.

(h) Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, among the parties with respect to the subject matter hereof.

(i) Severability. If any one or more provisions of this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

IN WITNESS WHEREOF, B2X and CCO have caused this Agreement to be duly executed by their respective authorized officers and Owner has signed this Agreement as of the day and year first above written.

B2X CORPORATION



Name: Armand Rousso

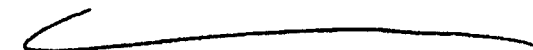
Title: CEO

CLASSIC CLOSE OUTS, LLC



Name: Daniel Greenberg

Title: CEO



Name: Daniel Greenberg

EXHIBIT 2

[illegible]

Aging of Receivables Due To BZX Corporation 180 days from Delivery				
Due Nov. 2007	Due Dec. 2007	Due Jan. 2008	Due Feb. 2008	Due Mar. 2008
\$19,596.50	\$24,227.28			
\$19,596.50	\$74,051.72			
\$14,591.50	\$70,948.00			
\$14,591.50	\$15,400.00			
	\$26,400.00			
	\$29,436.00			
	\$44,880.00			
	\$15,640.00			
	\$4,355.60			
	\$25,700.40			
	\$6,006.00			
	\$32,587.00			
	\$15,558.40			
	\$13,200.00			
	\$9,504.00			
	\$9,504.00			
	\$48,500.00			
	\$55,440.00			
	\$55,440.00			
	\$1,980.00			
	\$4,993.60			
	\$12,870.00			
	\$13,860.00			
	\$14,080.00			
	\$14,861.32			
	\$211,20.00			
		\$29,000.00		
		\$18,480.00		
			\$17,043.00	
			\$469.30	
			\$47,520.00	
			\$70,740.00	
			\$39,600.00	
			\$57,200.00	
			\$36,213.75	

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[illegible]

[illegible]

Feb 2008	Dec Mar 2008
\$30,184.00	
\$6,336.00	
\$17,635.20	
\$9,371.60	
\$33,660.00	
\$6,600.00	
\$17,556.00	
\$11,286.00	
\$9,078.00	
\$8,174.00	
\$9,174.00	
\$8,174.00	
	\$25,266.62
	\$3,524.95
	\$2,970.00
\$4,455.00	
\$11,000.00	
\$5,575.00	
\$220.22	
\$562.35	
\$1,645.05	
\$1,393.92	
\$681.12	
\$784.08	

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Case 1:08-cv-04552-RJS Document 1 Filed 05/16/2008 Page 23 of 30

	\$23,557.50
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66,376.00	666 200.00	\$13,557.50
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2009-2/10/32	\$306,323.61	\$804,919.43	\$31,751.57
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\$59,376.77

58,962.94

\$20,928.73
\$23,005.65

528,908 20
518,628 20

2006/08
03/11/20

\$150,069.27

THE NEW YORK PUBLIC LIBRARY

**Invoice**

Date	Invoice #
12/1/2007	2008012

Bill To
CLASSIC CLOSEOUTS, LLC 110 WEST GRAHAM AVE HEMPSTEAD, NY 11550 Attn: CEO Daniel Greenberg

Ship To
CLASSIC CLOSEOUTS, LLC 110 WEST GRAHAM AVE HEMPSTEAD, NY 11550 Attn: CEO Daniel Greenberg

P.O. Number		Terms	Rep	Ship	Via	F.O.B.	Project
Per Attached		180 Days Title Passing		12/1/2007			
Quantity	Item Code	Description				Price Each	Amount
1	PURCHASE /REA...	CHINA SOURCING INVOICE # 2 OF 5 PER ATTACHED DETAIL				621,916.15	621,916.15
						Total	\$621,916.15

Feb 2008	Mar 2008
\$17,043.00	
\$469.30	
\$47,520.00	
\$70,740.00	
\$39,600.00	
\$57,200.00	
\$36,213.75	

DETAIL OF PURCHASES FUNDED BY B2X CORPORATION									
Factory	China PO #	Delivery Date	Order Date	Vendor	Item Name	Qty	Unit Price	Total Price	
F66	526-DO00819	7/12/2007	1/19/2008	8201	Lady's Confabry Women Long Pant	1,720	\$3.905	\$6,717.64	
F66	526-DO00819	7/12/2007	1/19/2008	8633	Lady's Women J/S Pant	1,116	\$3.652	\$4,075.64	
F66	526-DO00819	7/12/2007	1/19/2008	8636	Lady's Women Long Pant	1,116	\$3.652	\$4,075.64	
F66	526-DO00819	7/12/2007	1/19/2008	8650	Lady's Women Long Pant	360	\$3.652	\$1,314.72	
F66	526-DO00819	7/12/2007	1/19/2008	8651	Lady's Women Long Pant	360	\$3.652	\$1,314.72	
F66	526-DO00819	7/12/2007	1/19/2008	8652	Lady's Women Long Pant	360	\$3.652	\$1,314.72	
F66	526-DO00819	7/12/2007	1/19/2008	8653	Lady's Women Long Pant	216	\$3.652	\$794.83	
F66	526-DO00819	7/12/2007	1/19/2008	8654	Lady's Women Long Pant	1,008	\$3.300	\$3,326.40	
F66	526-DO00819	7/12/2007	1/19/2008	8655	Lady's Women Long Pant	761	\$4.400	\$3,348.40	
F66	526-DO00819	7/12/2007	1/19/2008	8656	Lady's Women Long Pant	10,094	\$2.530	\$25,537.82	
F66	526-DO00819	7/12/2007	1/19/2008	8657	Lady's Women Long Pant	8,666	\$1.746	\$15,000.00	
F66	526-DO00819	7/12/2007	1/19/2008	8658	Lady's Women Long Pant	3,500	\$4.800	\$16,800.00	
F66	526-DO00819	7/12/2007	1/19/2008	8659	Lady's Women Long Pant	3,500	\$2.095	\$7,332.50	
F66	526-DO00819	7/12/2007	1/19/2008	8660	Lady's Women Long Pant	8,000	\$3.808	\$30,464.00	
F66	526-DO00819	7/12/2007	1/19/2008	8661	Lady's Women Long Pant	10,000	\$4.285	\$42,850.00	
F66	526-DO00819	7/12/2007	1/19/2008	8662	Lady's Women Long Pant	6,000	\$1.880	\$11,280.00	
F66	526-DO00819	7/12/2007	1/19/2008	8663	Lady's Women Long Pant	600	\$2.322	\$1,393.20	
F66	526-DO00819	7/12/2007	1/19/2008	8664	Lady's Women Long Pant	2,270	\$1.705	\$3,870.35	
F66	526-DO00819	7/12/2007	1/19/2008	8665	Lady's Women Long Pant	1,500	\$2.101	\$3,151.50	
F66	526-DO00819	7/12/2007	1/19/2008	8666	Lady's Women Long Pant	760	\$2.101	\$1,596.76	
F66	526-DO00819	7/12/2007	1/19/2008	8667	Lady's Women Long Pant	4,000	\$1.981	\$7,924.00	
F66	526-DO00819	7/12/2007	1/19/2008	8668	Lady's Women Long Pant	3,510	\$3.707	\$13,011.57	
F66	526-DO00819	7/12/2007	1/19/2008	8669	Lady's Women Long Pant	2,400	\$3.300	\$7,920.00	
F66	526-DO00819	7/12/2007	1/19/2008	8670	Lady's Women Long Pant	6,720	\$2.205	\$14,817.60	
F66	526-DO00819	7/12/2007	1/19/2008	8671	Lady's Women Long Pant	22,800	\$2.205	\$50,284.00	
F66	526-DO00819	7/12/2007	1/19/2008	8672	Lady's Women Long Pant	1,070	\$1.100	\$1,177.00	
F66	526-DO00819	7/12/2007	1/19/2008	8673	Lady's Women Long Pant	360	\$1.100	\$396.00	
F66	526-DO00819	7/12/2007	1/19/2008	8674	Lady's Women Long Pant	2,560	\$1.420	\$3,635.20	
F66	526-DO00819	7/12/2007	1/19/2008	8675	Lady's Women Long Pant	5,916	\$6.000	\$35,496.00	
F66	526-DO00819	7/12/2007	1/19/2008	8676	Lady's Women Long Pant	1,420	\$6.000	\$8,520.00	
F66	526-DO00819	7/12/2007	1/19/2008	8677	Lady's Women Long Pant	18,760	\$0.825	\$15,477.00	
F66	526-DO00819	7/12/2007	1/19/2008	8678	Lady's Women Long Pant	10,200	\$0.825	\$8,415.00	
F66	526-DO00819	7/12/2007	1/19/2008	8679	Lady's Women Long Pant	1,060	\$5.601	\$5,935.06	
F66	526-DO00819	7/12/2007	1/19/2008	8680	Lady's Women Long Pant	4,740	\$0.880	\$4,171.20	
F66	526-DO00819	7/12/2007	1/19/2008	8681	Lady's Women Long Pant	9,000	\$2.200	\$19,800.00	
F66	526-DO00819	7/12/2007	1/19/2008	8682	Lady's Women Long Pant	8,230	\$2.300	\$18,929.00	
F66	526-DO00819	7/12/2007	1/19/2008	8683	Lady's Women Long Pant	1,200	\$3.300	\$3,960.00	
F66	526-DO00819	7/12/2007	1/19/2008	8684	Lady's Women Long Pant	711	\$1.880	\$1,336.68	
F66	526-DO00819	7/12/2007	1/19/2008	8685	Lady's Women Long Pant	1,000	\$1.880	\$1,880.00	
F66	526-DO00819	7/12/2007	1/19/2008	8686	Lady's Women Long Pant	360	\$0.710	\$255.60	

Agging of Receivables Due To B2X Corporation 180 days from Delivery				
Due Mar 2007	Due Dec 2007	Due Jan 2008	Due Feb 2008	Due Mar 2008
				\$6,747.64
				\$4,075.64
				\$4,075.64
				\$1,314.72
				\$1,314.72
				\$1,314.72
				\$794.83
				\$3,326.40
				\$3,348.40
				\$25,537.82
				\$15,000.00
				\$16,800.00
				\$7,332.50
				\$30,464.00
				\$42,850.00
				\$11,280.00
				\$1,393.20
				\$3,870.35
				\$3,151.50
				\$1,596.76
				\$12,941.50
				\$13,011.57
				\$7,920.00
				\$12,584.00
				\$49,500.00
				\$2,167.00
				\$418.00
				\$3,660.80
				\$32,548.00
				\$7,854.00
				\$10,399.40
				\$16,302.00
				\$8,415.00
				\$5,775.00
				\$4,188.80
				\$19,800.00
				\$18,106.00
				\$3,960.00
				\$1,407.76
				\$1,650.00

FINANCED FUNDED BY BZA CORPORATION

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7/16/2008

Page 6

DETAIL OF PURCHASES FUNDED BY B2X CORPORATION

Factory	China PO #	Shipping Date	Order Date	Invoice Date	Item Name	Qty	Unit Price	Total Price
AND IN OTHER COST PAID BY B2X:								
Qty Print BY B2X	8/28/2007	8/28/2007	8/28/2007	8/28/2007	Cornell Group- Duty Print			\$3,940.81
Qty Print BY B2X	8/28/2007	8/28/2007	8/28/2007	8/28/2007	Cornell Group- Duty Print			\$4,003.08
Qty Print BY B2X	8/28/2007	8/28/2007	8/28/2007	8/28/2007	US Customs			\$485.20
Qty Print BY B2X	8/28/2007	8/28/2007	8/28/2007	8/28/2007	US Customs			\$485.20
Qty Print BY B2X	8/28/2007	8/28/2007	8/28/2007	8/28/2007	United Parcel Service			\$30.60
Qty Print BY B2X	8/28/2007	8/28/2007	8/28/2007	8/28/2007	DHL Freight MBL			\$1,370.00
Sub Total Freight & Duty Paid By B2X Directly								\$10,718.59
GRAND TOTAL RECEIVABLE ALL COSTS (TWO FEES)								\$21,877.21
PLUS 18% FEE TO B2X								\$25,807.72
ALL COSTS PLUS 18% FEE TO B2X CORPORATION								\$25,807.72
Aging of Receivables Due To B2X Corporation 180 days from Delivery								
Due Nov. 2007	Due Dec. 2007	Due Jan. 2008	Due Feb. 2008	Due Mar. 2008				
\$4,875.00	\$65,378.32	\$396,323.69	\$1,065,377.64	\$31,761.57				
\$4,875.00	\$65,378.32	\$396,323.69	\$1,065,377.64	\$31,761.57				
\$4,875.00	\$65,378.32	\$396,323.69	\$1,065,377.64	\$31,761.57				
\$4,875.00	\$65,378.32	\$396,323.69	\$1,065,377.64	\$31,761.57				
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\$4,875.00	\$65,378.32	\$396,323.69	\$1,065,377.64	\$31,761.57				
\$4,875.00	\$65,378.32	\$396,323.69	\$1,065,377.64	\$31,761.57				
\$4,875.00	\$65,378.32	\$396,323.69	\$1					

**Invoice**

Date	Invoice #
1/1/2008	2008013

Bill To
CLASSIC CLOSEOUTS, LLC 110 WEST GRAHAM AVE HEMPSTEAD, NY 11550 Attn: CEO Daniel Greenberg

Ship To
CLASSIC CLOSEOUTS, LLC 110 WEST GRAHAM AVE HEMPSTEAD, NY 11550 Attn: CEO Daniel Greenberg

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Per Attached	180 Days Title Passing		1/1/2008			
Quantity	Item Code	Description			Price Each	Amount
1	PURCHASE REA...	CHINA SOURCING INVOICE # 3 OF 5 PER ATTACHED DETAIL			435,956.05	435,956.05
					Total	\$435,956.05

7

	Due Feb 2008	Due Mar 2008
\$17,043.00		
\$469.30		
\$47,520.00		
\$70,740.00		
\$39,600.00		
\$57,200.00		
\$36,213.75		

Page 33 of 35

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DETAIL OF PURCHASES FUNDED BY B2X CORROBORATION

Case 0:08-cv-01552-BJS Document 1 Filed 05/16/2008 Page 34 of 35

Item	Inventory Code	Order Date	Order Qty	Unit Price	Total Price	Agg of Receipts Due to B2X Corporation 180 days from Delivery
544	527-000130	7/24/2007	1/20/2008	6111802		
545	527-000136	7/24/2007	1/20/2008	5122701		
546	527-000130	7/24/2007	1/20/2008	6123702		
547	527-000130	7/24/2007	1/20/2008	610701		
548	527-000130	7/24/2007	1/20/2008	6101801		
549	527-000130	7/24/2007	1/20/2008	6042704		
550	527-000130	7/24/2007	1/20/2008	6042704		
551	527-000130	7/24/2007	1/20/2008	6042704		
552	527-000130	7/24/2007	1/20/2008	6042704		
553	527-000130	7/24/2007	1/20/2008	6042704		
554	527-000130	7/24/2007	1/20/2008	6042704		
555	527-000130	7/24/2007	1/20/2008	6042704		
556	527-000130	7/24/2007	1/20/2008	6042704		
557	527-000130	7/24/2007	1/20/2008	6042704		
558	527-000130	7/24/2007	1/20/2008	6042704		
559	527-000130	7/24/2007	1/20/2008	6042704		
560	527-000130	7/24/2007	1/20/2008	6042704		
561	527-000130	7/24/2007	1/20/2008	6042704		
562	527-000130	7/24/2007	1/20/2008	6042704		
563	527-000130	7/24/2007	1/20/2008	6042704		
564	527-000130	7/24/2007	1/20/2008	6042704		
565	527-000130	7/24/2007	1/20/2008	6042704		
566	527-000130	7/24/2007	1/20/2008	6042704		
567	527-000130	7/24/2007	1/20/2008	6042704		
568	527-000130	7/24/2007	1/20/2008	6042704		
569	527-000130	7/24/2007	1/20/2008	6042704		
570	527-000130	7/24/2007	1/20/2008	6042704		
571	527-000130	7/24/2007	1/20/2008	6042704		
572	527-000130	7/24/2007	1/20/2008	6042704		
573	527-000130	7/24/2007	1/20/2008	6042704		
574	527-000130	7/24/2007	1/20/2008	6042704		
575	527-000130	7/24/2007	1/20/2008	6042704		
576	527-000130	7/24/2007	1/20/2008	6042704		
577	527-000130	7/24/2007	1/20/2008	6042704		
578	527-000130	7/24/2007	1/20/2008	6042704		
579	527-000130	7/24/2007	1/20/2008	6042704		
580	527-000130	7/24/2007	1/20/2008	6042704		
581	527-000130	7/24/2007	1/20/2008	6042704		
582	527-000130	7/24/2007	1/20/2008	6042704		
583	527-000130	7/24/2007	1/20/2008	6042704		
584	527-000130	7/24/2007	1/20/2008	6042704		
585	527-000130	7/24/2007	1/20/2008	6042704		
586	527-000130	7/24/2007	1/20/2008	6042704		
587	527-000130	7/24/2007	1/20/2008	6042704		
588	527-000130	7/24/2007	1/20/2008	6042704		
589	527-000130	7/24/2007	1/20/2008	6042704		
590	527-000130	7/24/2007	1/20/2008	6042704		
591	527-000130	7/24/2007	1/20/2008	6042704		
592	527-000130	7/24/2007	1/20/2008	6042704		
593	527-000130	7/24/2007	1/20/2008	6042704		
594	527-000130	7/24/2007	1/20/2008	6042704		
595	527-000130	7/24/2007	1/20/2008	6042704		
596	527-000130	7/24/2007	1/20/2008	6042704		
597	527-000130	7/24/2007	1/20/2008	6042704		
598	527-000130	7/24/2007	1/20/2008	6042704		
599	527-000130	7/24/2007	1/20/2008	6042704		
600	527-000130	7/24/2007	1/20/2008	6042704		
601	527-000130	7/24/2007	1/20/2008	6042704		
602	527-000130	7/24/2007	1/20/2008	6042704		
603	527-000130	7/24/2007	1/20/2008	6042704		
604	527-000130	7/24/2007	1/20/2008	6042704		
605	527-000130	7/24/2007	1/20/2008	6042704		
606	527-000130	7/24/2007	1/20/2008	6042704		
607	527-000130	7/24/2007	1/20/2008	6042704		
608	527-000130	7/24/2007	1/20/2008	6042704		
609	527-000130	7/24/2007	1/20/2008	6042704		
610	527-000130	7/24/2007	1/20/2008	6042704		
611	527-000130	7/24/2007	1/20/2008	6042704		
612	527-000130	7/24/2007	1/20/2008	6042704		
613	527-000130	7/24/2007	1/20/2008	6042704		
614	527-000130	7/24/2007	1/20/2008	6042704		
615	527-000130	7/24/2007	1/20/2008	6042704		
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Page 35 of 35

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